



**Department of Natural Resources and
Environmental Control
Division of Parks and Recreation**

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE HARDWARE, SOFTWARE AND CALL CENTER
SERVICES FOR A CENTRAL RESERVATION SYSTEM**

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**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE HARDWARE, SOFTWARE AND CALL CENTER
SERVICES FOR A CENTRAL RESERVATION SYSTEM**

**ISSUED BY Department of Natural Resources and
Environmental Control
Division of Parks and Recreation**

I. Overview

The State of Delaware Division of Parks and Recreation ("Division") seeks a responsible and competent vendor to provide hardware, software and call center services for a Central Reservation System to process reservation requests for campsites, cabins and other services as identified by the Division. This Request for Proposal ("RFP") is issued pursuant to 29 Del. C. §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: February 20, 2012
Mandatory Pre-Bid Meeting	Date: March 12, 2012 @ 10:00 a.m.
Questions Due:	Date: March 19, 2012 by 4:30 p.m. EST
Responses Due:	Date: March 30, 2012 by 4:30 p.m. EST
Deadline for Receipt of Proposals	Date: April 30, 2012 by 3:00 p.m.
Oral Presentations	Date: By Appointment
Anticipated Notification of Award	Date: June 1, 2012

A pre-bid meeting will be held at 10:00 a.m. March 12, 2012 in the Department of Natural Resources & Environmental Control Auditorium in the Richardson & Robbins Building located at 89 Kings Highway, Dover, Delaware 19901. Attendance at this meeting is mandatory for all prospective vendors and will be a pre-requisite for submitting a bid.

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

This Request for Proposal (RFP) contains instructions governing the proposals to be submitted, requirements, desirable features, evaluation criteria and contractual terms and conditions.

II. Definitions

1. The following TERMS and DEFINITIONS shall apply to this Request for Proposal.

- Agency – a state government organization.
- Agent – the persons or organization that may be contracted to provide the goods and services described in this request.
- Amenity – any feature within a State Park facility that provides comfort, convenience or enjoyment to park visitors.
- Call Center – the location of the Central Reservation System. The possible location of the server and software, along with Agents.
- Camp Site or Camping Site – a campsite, cottage, camping cabin, cabin, yurt or other camping structure.
- Campground Office or Registration Office - a structure used to register and monitor campers.
- Central Park Office – a location to administer statewide reservations and registrations for campers, recreational activities, services and venues.
- Central Reservation System or CRS – a system made up of people, equipment, software and other technology which permits a customer to check availability/reserve a Camp Site, cottage, cabin, camping cabin or yurt at any camping park within the state.
- Cloud and Offsite Hosting – refers to services offered over a network and a credible alternative to traditional IT delivery models.
- Cottage – a fully equipped overnight rental unit generally with multiple bedrooms, kitchen and living area.
- Delaware State Parks – the Division of Parks and Recreation.
- Department of Natural Resources and Environmental Control – the parent department of the Delaware Division of Parks and Recreation.
- Department of Technology and Information – the State of Delaware's central information technology organization chartered to deliver core services to other state organizations and exercise governance over the technology direction and investments of the state.
- Desirable feature – a beneficial characteristic offered by a vendor which enhances the Central Reservation System's capability and performance and not considered to be mandatory.

- Division of Parks and Recreation – the Division within the Delaware Department of Natural Resources and Environmental Control that is issuing this request and administers all of Delaware’s State Parks.
- Division – for the purposes of this request, the Division of Parks and Recreation.
- Double Booking – the result of committing a Camp Site, cabin, camping cabin, cottage or yurt to more than one party for the same date(s).
- Government Support Services or GSS – a Division within the State of Delaware Office of Management and Budget that is acting in a supervisory capacity for this process.
- Mandatory Requirement – a requisite that each vendor must respond to in order meet the needs of the Central Reservation System.
- Merchandise and Services – State park related products and amenities sold to individuals or groups utilizing park facilities.
- Office of Technology and Information – the section within the Delaware Department of Natural Resources and Environmental Control that provides information technology resources and support for the Department.
- Operator – an Agent at the Call Center.
- Park Office – a structure used to administer park specific reservations and registrations for campers, recreational activities, services and venues.
- Park Venue – a facility, location, service, amenity or activity within a park available for rental or purchase.
- Pavilion – A ceiled structure designed for picnics and day use activities.
- Point of Sale or POS – a term referring to retail or over the counter, or “live” transaction. A POS system tracks those transactions.
- Prime Season – the range of dates defined by the Division where campgrounds expect the highest camping population and offer the most services.
- Product – a single term describing the goods and services specified in this request.
- Proposal – the document and supporting evidence submitted by a Vendor containing specifications and pricing in response to the Request for Proposal.
- Recreational Activity – an organized program or service requiring registration.
- Reservation – the transaction resulting from a customer contacting a call center or park for use of a Camping Site or cottage, park venue or recreational activity.

- Reservation Agent or Sales Agent – an individual whose responsibilities include transacting reservations.
- Request for Proposal or RFP – a document requesting specifications and pricing for specific goods and services.
- Seasonal employee – a State job classification. A seasonal employee may only work a limited number of hours within a given timeframe, paid hourly and receives few or no benefits.
- System – a single term referring to the staff, equipment, software and services making up the CRS.
- Ticket – a printed card that serves as confirmation that a park visitor has paid a fee for a park program or service. Example: ferry service at Fort Delaware State Park.
- Ticket Office – an area used to register, monitor and sell park specific activities and services. Example: tickets, recreational activities, and annual passes.
- Unit – a smaller operating group within the State government. Example: a State agency.
- Walk-In Customer (or Walk-In) – an individual or group that reports directly to a park with the intention to register or reserve a Camp Site(s), cottage, park venue or recreational activity.

III. Scope of Services

The Division of Parks and Recreation, Department of Natural Resources and Environmental Control of the State of Delaware (Delaware), wishes to procure hardware, software and services (hereunder referred to as the **CRS System**) to process reservation and registration requests for campsites, cabins, camping cabins, cottages, yurts, venues, recreational activities and services in the Delaware State Park System. A POS system to sell merchandise as described in Addendum No. 3 is a desirable feature. The software will operate as a single database that is accessed by a reservation call center, Internet users, and multiple remote field sites. Delaware State Park's requirement is to make use of existing hardware wherever possible as described in Addendum No. 1, "Delaware State Park's Computing Environment." Reservations will be processed by personnel (Agents) at the reservation call center and in the parks. State Park personnel will be able to access the CRS system remotely to perform transactions and print reports that are relevant to their operations. It is the intent of the Division to expand the size and functionality of the system as defined in Addendums No. 3 and 4.

IV. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements as described below and in Addendum No. 3

1. Transmittal letter
2. Delaware Business License
 - Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
3. Professional liability insurance
 - Provide evidence of professional liability insurance in the amount of \$1,000,000.00.
4. Audited financial statements, income statements and balance sheets for two consecutive previous years.
5. Attachment(s) to be completed by vendor.
6. Division approved hardware, software and infrastructure for a reservation system.
7. Provide hours of operation for call center.
8. Provide twenty (24) hour, seven (7) days a week technical support.
9. Provide field support seven (7) days a week.
10. Evidence of the ability to develop application for a reservation, ticket and POS System.

B. General Evaluation Requirements

1. Contract Administration

- Provide the name of the employee who will be the administrative manager of the contract. Also list other jobs this individual has completed of this magnitude for other customers.
- Provide an organizational chart of the company and qualifications, certifications and job descriptions of staff and management staff.
- Explain how support calls will be tracked and make sure all parks receive support.

- State your procedure for providing the State of Delaware a listing of open cases, the status of the calls and a listing of the closed calls.
- Explain your procedures for escalation of problems when they are reported.
- Explain your procedures for handling meeting schedules with the appropriate park locations as required.
- Explain your procedures for working/coordination with the State of Delaware Department of Technology and Information (DTI) and Department of Natural Resources & Environmental Control's Office of Information and Technology (OIT) to ensure compliance with all contractual and technical requirements, terms and State policies and procedures.
<http://dti.delaware.gov/information/standards-policies.shtml>
- Other criteria necessary for a quality cost-effective project (interface with public, financial accountability, reporting)

2. **Service and Support Capabilities**

- Provide a list of all current service employees, their certifications, number of years of experience, and job descriptions and/or territories. Please specify those that will be available to support the State of Delaware contract.
- Provide an example of a complex software modification project and the step by step process for development and management of the modifications and changes.
- Define your overall approach to include policies, procedures, systems and organization for providing effective and timely service and support. This should include, but is not limited to the following:
 - Ability to cover all parks within the State
 - Your response time to:
 - Phone support
 - Provide consultation in all subject areas (*create our own requirements as to how to do a walk through on technical problems)
 - Offer training capabilities i.e. in-house instructors and their certifications and/or any subcontractor resources the State could use.

3. **Geographical Coverage and Response Time Onsite Capabilities**

The agent must be staffed appropriately to provide a guaranteed response to any service call. Please provide a detailed description of your response capabilities in order to provide levels of service throughout the State by the time-of-day, day-of-week and parks covered in the response.

4. **Capacity to meet RFP requirements**

This section of the proposal will cover the details of the offering and how the proposal addresses and meets the mandatory requirements and desirable features of the contract.

5. **Experience, Reputation and References**

Proposals shall include at least three (3) references the vendor has with currently, or within the last three (3) years that are of similar scope and value. Include business name, address, telephone number, fax number, email address and a verified current contact person.

6. **Pricing/Pricing Structure**

Prices submitted by vendors for services as part of the Request for Proposal process will be included in the overall evaluation scoring to determine the overall points for each vendor.

7. **Expertise**

- Give a brief description of the evolution of the software program including the first installed site and major developments that have occurred.
- Identify the programming language(s), database management system or other software product(s) utilized in the development of the software.
- List any enhancements implemented within the last twelve (12) months.

8. **Demonstrated ability**

The degree to which the proposed software allows the changing of parameters by end users to adjust the pricing, change inventory for all products and services and to develop and modify reporting functions without reprogramming.

V. Professional Services RFP Administrative Information

A. RFP Issuance

1. **Obtaining Copies of the RFP**

This Central Reservation System and Call Center RFP are available in electronic form [only] through the State of Delaware, Government Support Services website at <http://bids.delaware.gov>.

2. **Public Notice**

Public notice has been provided in accordance with 29 Del. C. § 6981.

3. **Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. **American with Disabilities Act**

Pursuant to federal regulations promulgated under the authority of the American with Disabilities Act, 28 C.F.R. 35.101 et. seq. any vendor for the Division understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in

contracts resulting from this RFP. As a condition of accepting this RFP, the vendor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the American with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the State of Delaware through contracts with outside vendors.

The vendor shall be responsible for and agrees to indemnify and hold harmless the State of Delaware from losses, damages, expenses, claims, demands, suits and actions brought by any party against the State as a result of the vendor's failure to comply with the provisions of the American Disabilities Act.

5. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Kerri L. Bennett
Department of Natural Resources
and Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901
(302) 739-9206
kerri.bennett@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Vendors shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with ten (10) paper copies.

All properly sealed and marked proposals are to be sent to the State of Delaware at the address below and received no later than **3:00 PM EST** on **April 30, 2012**. The Proposals may be delivered by certified or registered U.S. Mail, Express Delivery (e.g., FedEx, UPS, etc.), or by hand to:

**Central Reservation System and Call Center
Contract No.
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Office of Business Services
89 Kings Highway
Dover, Delaware 19901**

Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the vendor at least through **May 24, 2012**. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of State of Delaware personnel. Any unopened proposals will be returned to vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidential/Proprietary Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure

of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions. Trade secrets or proprietary information submitted by a vendor in connection with a procurement transaction shall not be subject to public disclosure; however, the vendor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. Failure to mark the data or other materials as stated will result in data or other materials being released to vendors or the public as provided in the Delaware Freedom of Information Act.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**primary vendor**". The "**primary vendor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendors' systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a

request to subcontract shall not in any way relieve agent of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendors shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “primary vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The primary agent will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the primary vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the primary vendor (awarded agent).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section V (B) (17) regarding multiple source contracting.

b. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The primary vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Subcontracting vendors may participate in multiple joint venture proposals.

13. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so

will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by 4:30 p.m. March 30, 2012. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

14. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

15. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

16. State's Right to Award Multiple Source Contracting

Pursuant to 29 Del. C. § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

17. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

18. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

19. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

20. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

C. Vendor Background

1. Corporate Identity

- a. Provide the identity of any parent corporation.
- b. Provide the identity of any subsidiaries if appropriate.
- c. Provide the Tax Identification Number for a corporate background and credit check.

2. Corporate Financial Status

- a. For publicly held companies, vendors must provide a copy of the firm's audited financial statements from the most recent fiscal year, and the preceding two fiscal years.
- b. For privately held companies, vendors must provide either a copy of audited financial statements for the most recent and two preceding fiscal years or other indicators of financial stability as certified by an officer of the company.
- c. Indicate the percentage of total annual revenue that the proposed product generated for the most recent and two preceding fiscal years.

3. Long Term Potential

- a. Provide a full discussion of the Software's long-term potential.
- b. Explain any features which will extend the Software's life expectancy in the marketplace.
- c. Discuss your willingness to put a copy of the source code in a repository for the Division's use in the event of vendor business cessation/contract breach.

4. Software Support

- a. Identify the primary and backup field office locations for the software.
- b. Indicate which location(s) would support the Software's implementation, maintenance, and ongoing use.

5. Description of Proposed Products

- a. Provide an overview of the features and capabilities of the software components (modules) being proposed and their relationship to one another.

6. Differentiation from Others

- a. Identify those overall and application specific features and capabilities which the vendor feels differentiates it from its competition.

7. Methodology/Approach

- a. Describe the methodology/approach used for this project including a work plan.

D. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Department Secretary and Division Director who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process.

Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6986. Such selection will be based on the following criteria:

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight (points)
Contract Administration	50
Service and Support Capabilities	125
Geographical Coverage and Response Time Onsite Capabilities	100
Capacity to meet RFP requirements	50
Experience, Reputation and References	125
Pricing/Pricing Structure	125
Expertise	75
Demonstrated Ability	150
Total	800

[Note: Price can only be considered in contract for professional services under §6982(b).]

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in

the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

6. Clarification of Vendor Responses

Additionally any requests for clarification or alteration, if required, will be issued in writing and written responses from the vendor will become an integral part of the vendor's response.

7. Multiple Proposals

A vendor may submit more than one proposal. At least one of the proposals must be complete and must comply with all of the instructions of this RFP. Additional proposal may be submitted in an abbreviated format and provide only information which is different from that in the complete proposal.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful agent and the State shall be for five (5) years with the option to renew on an annual basis for an additional five (5) years.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Agents will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected agent's response to this RFP will be incorporated as part of any formal contract.

- d. The State of Delaware's standard contract will most likely be supplemented with the agent's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the agent to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Mandatory Use Contract

29 Del. C. §6911(d) is not applicable to this contract.

3. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

4. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon

agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

5. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the vendor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

6. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the agent's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State

requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the agent will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful agent. The agent shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. §2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Kerri L. Bennett
Department of Natural Resources and
Environmental Control
Division of Parks and Recreation
89 Kings Highway
Dover, Delaware 19901**

e. Performance Bond Requirement

The agent shall furnish and keep in full force and effect, during the term of the contract, a performance guarantee made payable to the Division, in the amount of the concessionaire's annual contract fee conditioned for the full performance of all terms and conditions contained in the contract. The performance guarantee shall either be a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form acceptable to the Division. Said amount is not subject to increase but shall remain constant throughout the terms of the contract.

f. Indemnification

1. General Indemnification.

The agent agrees that it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the agent's actions, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Agent shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the agent in writing and agent shall defend such claim, suit or action at agent's expense, and agent shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the agent (collectively "Products") is or in agent's reasonable judgment is likely to be, held to constitute an infringing product, agent shall at its expense and option either:

- (a)** Procure the right for the State of Delaware to continue using the Product(s);
- (b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c)** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

- 1.** Agent recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred

by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the agent's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the agent in their negligent performance under this contract.

2. The agent shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The agent is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the agent shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the agent shall, in addition to the above coverage, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The agent shall provide a certificate of insurance as proof that the agent has the required insurance.

h. Performance Requirements

The selected agent will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

i. Responsibility for Damage and Care of Property

The agent will be held financially responsible for any damage to the grounds, buildings, equipment, intellectual property or other work product caused by act or omission of the agent, their subcontractors or employees or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by the agent to proceed with the work as described in these specifications in a manner accepted in trade

circles as the highest level workmanship.

j. Schedule for Performance of Work

All work described in these specifications must be completed with reasonable promptness. As used in this Section, the Division shall be the sole judge of the term "reasonable". If the agent does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

k. Taxes

The State is exempt from Federal excise, state, and local taxes, and such taxes shall not be included in prices quoted. Applicable tax exemption information will be furnished, if requested, to the agent.

l. Warranty

The agent will provide a warranty that the deliverables provided pursuant to the contract will function as designed throughout the duration of the contract. The warranty shall require the agent correct, at its own expense, the setup, configuration, customizations, modifications and protection from security breaches so that it functions according to the State's requirements.

m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the agent's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay. Deliverables of supplies and materials, costs for establishing the toll free phone number and connectivity to the parks are also the vendor's responsibility.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Invoices

Invoices will be submitted to the Division of Parks and Recreation, Office of Business Services, 89 Kings Highway, Dover, DE 19901. Frequency of invoices will be 30 days unless otherwise negotiated. Invoices will list reservations by vendor, reservations by park, total camping nights and other billable charges. Changes and cancellations will also be listed.

o. Prompt Payment

Payment terms are NET 30 days. No discount shall apply for early payment. No penalties shall apply for late payments.

p. Accounts and Audit

The agent agrees to maintain the books of accounts and records of all operations and to establish systems of bookkeeping and accounting in a manner satisfactory to the Department and to permit an inspection of said books and records by the Department and the State Auditor's Office as often as in the judgment of the Department such inspection is deemed necessary. The Department may conduct an audit at least once annually during the term of the contract. In the event of a discrepancy, the agent will be accountable for any and all unreported revenues and will be penalized an additional 5% on the unreported amount.

The agent also agrees to submit an annual financial statement, which includes a listing of all gross receipts/sales, prepared by a certified public accountant, ending December 31 of each year. This annual statement shall be submitted to the Department on or before January 31 of each year, beginning with the 2013 calendar year's statement.

q. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

r. Termination for Cause

If for any reasons, or through any cause, the agent fails to fulfil in timely and proper manner his obligations under the contract, or if the agent violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the agent of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

In the event that the contract terminates as aforesaid, any property of the agent under control of the Division may be held by the Division until all indebtedness of the agent hereunder at any time of termination of the contract is paid in full.

s. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the agent under the contract shall, at the option of the State of Delaware, become its property, and the agent shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the agent will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total

services of the agent as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the agent shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the agent during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

t. Exceptions

Agents may elect to take minor exceptions to the terms and conditions of this RFP. The Division of Parks and Recreation shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Division must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of agents. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. Exceptions must be clearly noted as "Exception to Terms and Conditions" and contain a complete explanation.

u. Assignment

Assignment of any portion of the contract without permission of the Division is prohibited.

v. Non-discrimination

In performing the services subject to this RFP, the agent will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful agent shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

w. Covenant against Contingent Fees

The successful agent will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the agent for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

x. Agent Call Center Activity

No Call Center activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the agent. The agent must attest to the fact that no Call Center activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

y. Work Product

All materials and products developed under the executed contract by the agent are the sole and exclusive property of the State. The agent will seek written permission to use any product created under the contract.

z. Source Code

Agent shall place software source code in escrow, including the most current revisions and “fixes,” to be released to the Division in the event of dissolution of the agent’s company or a breach of contract. Mechanics of the escrow shall be negotiated, but could consist of code being deposited in a shared safe deposit box or with a neutral third party.

aa. Cloud and External Hosting

Agent shall follow the non-negotiable terms and conditions and Statement of Work Clauses as approved by DTI and the Delaware Department of Justice identified in Addendum No. 9.

bb. Buyouts, Change of Ownership, Insolvency

In the event the agent should change ownership for any reason whatsoever, the Division shall have the exclusive option of continuing under the terms and conditions of the contract with the agent or its successors or assigns for such period of time as is necessary to replace the hardware, software, products, materials, reports, studies, or computer programs, or immediately terminating the contract.

In the event that the agent should become insolvent for any reason whatsoever, or make an assignment for the benefit of creditors, or have a receiver appointed, or should it be declared bankrupt under the laws of the United States, or Canada, or should a petition of or reorganization or rearrangement be filed under the bankruptcy laws, the Division shall have the exclusive option of continuing with the agent or its successors or assigns or trustee in bankruptcy under the terms and conditions of the contract for the full remaining term of the contract, or continuing with the agent or its successors or assigns or trustee in bankruptcy under the terms and conditions of the contract until such period of time as is necessary to replace the Hardware, Software, Products, materials, reports, studies, or computer programs, or immediately terminating the contract.

cc. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful agent shall constitute the contract between the State of Delaware and the agent. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware’s RFP, agent’s response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the agent.

dd. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful agent consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, agents certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) The laws of the State of Delaware;
- (2) The applicable portion of the Federal Civil Rights Act of 1964;
- (3) The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) That programs, services, and activities provided to the general public under resulting contract conforms to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any agent fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the agent in default.

The selected agent shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

ee. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

ff. Other General Conditions

- (1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

- (3) **Product Substitution** - All items during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Division of Parks and Recreation to do otherwise.

Substitution may require the submission of written specifications and product evaluation prior to any approvals being granted. These items will include equipment, supplies, promotional literature and any other products contracted between Delaware State Parks and successful vendors.
- (4) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (5) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (6) **Status Reporting** – The selected agent will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (7) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (8) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (9) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Agents may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

2. RFP Reference Library

The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning agent.

3. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Agents must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

4. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

ADDENDUM NO. 1

BACKGROUND INFORMATION

Addendum No. 1 includes the following:

- A. Standard Operational Reservation Procedures**
- B. Campground Business Rules**
- C. Walk-in/Non-Registration Ticket Sales Business Rules**

The State Park System includes 15 state parks, 5 of which have campgrounds. Campsites, cottages, cabins, camping cabins and yurts presently total approximately 626. Three (3) of our parks are open year round which include the campground and cabins at Killens Pond, campground and yurts at Lums Pond and the cottages at Delaware Seashore State Park. Delaware Seashore State Park also has sites that can accommodate self-contained units year round.

Major bridge construction at the Indian River Inlet has closed sites at Delaware Seashore State Park for the past 7 years. Once bridge construction is complete, these sites will be totally renovated with new amenities and services as part of an overall improvement project to the park. Final decisions are underway on the design, amenities and operation of the newly reconstructed campground and details will be forthcoming. These additional sites will become part of the CRS.

Advanced ticket sales are currently available through the reservation system for historic Civil War living history tours, ferry shuttle service and other scheduled events at Fort Delaware State Park.

The Division desires to have an integrated revenue collection (Point of Sale) and reservation system for all revenue collected for amenities, activities, camping and retail merchandise in the Central Reservation System.

The current Delaware State Parks' computing environment consists of the following:

- a. The State of Delaware maintains a LAN/WAN environment consisting of varied software and technologies.
- b. The State of Delaware develops and maintains applications on various computer platforms. Mature, statewide applications are predominately run on the mainframe. Agency-level applications and database development reside on mid-range and desktop computers. Personal computers are also utilized for client-centered tasks, work-group services, and office tasks such as word processing, spreadsheets, electronic mail, terminal emulation, and small data-management tasks.
- c. A full description of State IT organization, standards, goals, and direction may be found at <http://www.state.de.us/ois/itplan/index.html>.
- d. Delaware State Parks shares server resources with its parent, the Department of Natural Resources and Environmental Control (DNREC).

ADDENDUM NO. 1

- e. The DNREC Office of Information Technology staff supports Microsoft Network (Windows 2008), SQL, MS Office and other proprietary programs and platforms.
- f. Park Offices at Delaware State Parks have desktop personal computers of Pentium or newer technology and laser or ink jet printers. Park Entrance Booths do not presently have computers or printers.
- g. The CRS project shall exist outside the State Parks/DNREC/State of Delaware LAN/WAN but must have ports to exchange data between systems.
- h. Current computer inventory of park offices is in Addendum No. 8.

The project phases for the Central Reservation System will be completed as follows:

- a) Phase 1 - Install and ramp-up Call Center, Camping Parks and Fort Delaware State Park for campground, cottage and ticket reservations. Call Center will open November 1, 2012.
- b) Phase 2 – Add POS module for all parks no later than February 2013.
- c) Phase 3 – Expand reservation system to all parks no later than November 2013.

A. Standard Operational Reservation Procedures

1. Central Office Hours

The Division of Parks and Recreation Central Office – 8:00 a.m. to 4:30 p.m.
Monday through Friday.

2. Park Office Hours (As stated in Policy Directive No. 73)

Key personnel available after hours.

Year round

- All full time staffed park offices will be open Monday through Friday from 8:00 a.m. – 4:00 p.m.
- Park offices will remain open during the lunch period
- White Clay Creek State park office is open 9:00 a.m. -3:00 p.m.

Seasonally

- Park offices will be open April- October 8:00 am – 4:00 pm 7 days per week

Holidays –

- Park offices will be open Memorial Day, July 4th and Labor Day

ADDENDUM NO. 1

- Park offices will be open on Good Friday and Easter Sunday when those holidays fall within April.
- Columbus Day and President's Day are no longer state holidays – offices are open.

Exceptions

- The Wilmington State Parks office, White Clay Creek State Park office, Fort Delaware State Park and the Brandywine Zoo office -closed on weekends and state holidays year round.
- Fenwick Island summer Park office- open from Memorial Day Weekend through Labor Day from 8:00 a.m. – 4:00 p.m. 7 days per week.
- Indian River Life Saving Station- April 1- October 8:00 a.m. – 4:00 p.m. 7 days per week, November – March, selected dates TBD annually.
- Individual Park Superintendents/Managers will determine extended park office hours in relation to customer service needs, volume of customers/visitors, revenue and cost considerations.

Examples – 8:00 a.m. – 4:30 pm, 8:00 a.m. – 6:00 p.m., open on additional holidays, or extending weekend hours into March to sell permits.

3. Reservation Call Center Hours

- a. At a minimum, Call Center hours will be:
 - ❖ Oct. 1 to March 31 open 10:00 a.m. to 6:00 p.m. Monday through Friday, closed Saturday and Sunday
 - ❖ April 1 to April 29 open 10:00 a.m. to 8:00 p.m. Monday through Friday, 8:00 a.m. – 12:00 p.m. Saturday, closed Sunday
 - ❖ April 30 to September 30 open 8:00 a.m. to 8:00 p.m. Monday through Friday, 8:00 a.m. to 3:00 p.m. Saturday and Sunday

4. Reservation Agents/Operators

- a. Reservation operators are located at a Call Center (CRS) and are employees of the Agent.
- b. Division of Parks & Recreation employees and volunteers shall serve as Sales Agents at the park level.
- c. Reservation operators will process reservations and perform customer service tasks for customers.

ADDENDUM NO. 1

- d. The number of Reservation Operators may increase or decrease in response to customer volume. However, the number of operators shall continually remain adequate to maintain minimum standards.

5. Reservation Call Center

- a. 1-877-987-2757 (877-98-PARKS)
- b. The CRS Call Center will be located at a site selected by the agent and agreed to by the Division.
- c. On-site registration for walk-in campers will be installed at camping parks and linked to the CRS for real-time information.

6. Inventory of Reservable Sites and Ticket Sales

Types of Family Campsites	Utilities Included	No. of Sites
3 point Hook-Ups	Water, electric and sewer	145
2 point hook-ups	Water and electric	190
Water Only	Water	139
Electric Only	Electric	6
No hook-ups	None	79
Walk-in or tent only sites	None	64
Equestrian Site	None	4
Island Site	None	2

Cabins	11
Camping Cabins	6
Yurts	4
Cottages	12

Ticket Sales

Ferry Ticket to Fort Delaware State Park is based on current capacity of vessel and ferry schedule.

ADDENDUM NO. 1

7. Reservable Sites and Sales

All campsites, cottages, cabins, camping cabins, yurts and Fort Delaware State Park tickets as defined in No. 6 above will be reserved through the system.

8. Number of Sites and Reservations per Transaction

- a. A maximum of 2 sites and 2 reservations may be reserved with one transaction.
- b. The maximum number of sites and reservations is 2 in any combination.
- c. Group reservations will be accepted during the shoulder and off season to allow one individual to make multiple site reservations. Name of adult on each site shall be given either at the time of reservation or upon arrival.

9. Commission Fees

A commission fee charged to the Division by the Agent will be incorporated into the sale of the product (i.e. reservation fee, ticket, amenity or service).

10. Use Fees

- a. In accordance with 7 Del.C. §4701(5)(A), camping and cabin fees may be reviewed and adjusted annually. All fees are subject to change.
- b. Discounts:
 1. Senior Citizens' Discounts
 - a. Before Memorial Day and after Labor Day
 - i. Delaware Seashore
 1. \$2.00 per night for full hook-up site
 2. \$1.00 per night for primitive sites
 - ii. Cape Henlopen
 1. \$1.00 per night
 - b. Memorial Day to Labor Day:
 - i. Do not apply for Cape Henlopen and Delaware Seashore
 - c. Year Round
 - i. Killens Pond, Lums Pond and Trap Pond
 1. \$1.00 per night
 2. America the Beautiful Pass holders, issued by the National Parks Service:
 - a. 20% discount off for resident campers

ADDENDUM NO. 1

b. 10% discount off out-of-state campers

3. Discounts are calculated into the rate structure of tickets at Fort Delaware State Park.

c. Promotions

Division offers promotional discounts throughout the year.

11. Methods of Payment

a. Visa, MasterCard, Discover, personal check, money order, travelers' checks or cash are approved forms of payment.

12. Reservation Windows

a. Call Center – A reservation may be until close of business the day before arrival date.

b. Internet – A reservation may be made until 11:59 p.m. prior to arrival date.

c. A one day minimum reservation window. Payment by check requires a minimum 10 day window.

d. A multiple and varying reservation window can be made no more than one year in advance of arrival. A month will be defined as the same date the following (or previous) month with no defined number of days. Compensation is made for months with differing numbers of days. February 28 (or 29) can book Sept 28, 29, 30 "last day for last day." June 30 can book Jan 30 and 31 "last day for last day." July 28, 29, 30 and 31 book Feb 28 (or 29) only.

The reservation window will be the same for Call Center and Internet reservations. Opening dates for inventory on the Call Center and Internet will be available no earlier than the Call Center opens for business for the day.

e. A reservation is confirmed when total payment is received. Checks must be received within ten working days from the date of call or the reservation will be cancelled. (The computer system will have a built in automatic payment receiving default of twelve or thirteen days. Official policy will remain ten working days for reservation confirmation.)

13. Reservation Confirmation

a. Reservations paid by credit card are confirmed immediately.

b. Reservations paid by check are confirmed once total payment is received. Payment must be received within 10 days from the date of the reservation.

ADDENDUM NO. 1

14. Changes

Customers can change their reservation once for no charge. For each subsequent change, a fee of \$10.00 will be charged. The changes can occur among any state parks that offer family camping, cottages, cabins, camping cabins or yurts and may either be a date or site change. The transaction amount must remain the same to qualify as a change.

15. Cancellations and Refunds:

- a. A cancellation fee of \$10.00 will apply if cancellation occurs prior to 30 days before arrival date. Balance of payments will be refunded.
- b. A cancellation fee of a one-day camping fee will be charged if cancellation is within 30 days of arrival date. Balance of payments will be refunded.
- c. A cabin, camping cabin or yurt reservation will carry a \$35.00 cancellation fee. Balance of payments will be refunded.
- d. A cottage reservation cancelled 121 days or more in advance of arrival date will incur a \$300 fee. The customer will forfeit ½ of the published rental fee if the reservation is cancelled less than 121 days prior to arrival date.
- e. Early departures forfeit all balances.
- f. No refunds will be issued unless Delaware State Parks or the Call Center is notified of cancellation.
- g. The park reserves the right to hold a campsite, cabin, camping cabin or yurt for 24 hours from expected reservation arrival date before reservation is cancelled and is returned to inventory.
- h. Cancellations will result in the issuance of a refund of the balance of fees paid. Refund will use the same instrument by which payment was made (i.e. credit card payments will receive a credit using the same credit card. Checks and money orders will receive a check refund.) Request for Refund procedures apply for refunds by check.
- i. Customers may not cancel a reservation and rebook the stay for the same dates in order to receive a promotional discount.
- j. Designated officials in each park and specified Dover staff may authorize a complete refund in the case of emergency or early departure.

ADDENDUM NO. 1

k. Emergency Closures

In the event Delaware State Parks must close a park or campground (due to storm or other emergency); the affected campers will be given a refund of the unused portion of their reservation. If the campground remains open and the camper elects to leave, the action will be treated as an Early Departure and no refund will be given.

l. Emergency Closures for Fort Delaware

In the event Delaware State Parks must close the park (due to storm or other emergency); the affected visitors will be given a refund of the ticket for the program. If the park remains open and the visitor elects to leave, the action will be treated as an Early Departure and no refund will be given.

16. Site Selection

The campgrounds are site specific. Campers can select and reserve specific sites (depending upon availability) within the campgrounds.

17. Hold Sites

- a. Each park may “hold” a number of sites from inventory for administrative purposes.
- b. Sites may be placed on hold and removed from inventory for the following reasons:
 - Site becomes unusable due to natural occurrences or factors such as vandalism or renovation.
 - The site or campground is closed pursuant to Delaware State Parks regulations.
 - For approved use by a campground host or other park employee.
 - For approved marketing, promotional or public relations purposes.

18. Site Transfers

- a. Parks may authorize site transfers on an as needed basis only.
- b. Transfers are discouraged except for emergencies.

19. Walk-In/Non Reservation Campers:

- a. Campers without reservations cannot be assured a campsite or maximum stay.
- b. Walk-in campers may contact the call center from the park or any other location at any time during normal business hours. All business rules apply (e.g., one day window). Walk-in campers may reserve a site, if available, for the maximum allowable stay.

ADDENDUM NO. 1

- c. If a walk-in camper occupies a site that has been reserved, the party with the reservation will have preference, regardless of who arrives first. The walk-in camper will be moved to a vacant site, if available.

20. Registration Procedures when the Park and/or Campground Office is:

a. Open

- 1. The **Park and/or Campground Office** shall post business hours and telephone numbers for public display.
- 2. Campers may register for one night only at the Park and/or Campground Office.
- 3. If staying more than one night, campers shall call the Call Center to register for the remainder of the stay.

b. Closed

- 1. The **Park and/or Campground Office** shall post business hours and telephone numbers for public display.
- 2. Arrivals when the park or campground office is closed shall follow the self-registration procedures posted at the park to register for the total length of stay if the site is not reserved by another party at any time during that stay.
- 3. Arrivals on Monday through Thursday shall register for one night only. Campers shall register for additional days by telephoning the Call Center during business hours the following day.
- 4. Cabins and yurt registrations must go through the Park and/or Campground Office. No self-registration is permitted for this type of site.

21. Self-Registration for Campsites

- a. Follow self-registration procedures for a one night stay if camper arrives during call center or the park's business hours.
- b. Self-register upon arrival using the self-registration envelope.
- c. Campers must re-register by 11:00 a.m. for additional night's stay.
- d. A ranger will validate the registration for the camper.

ADDENDUM NO. 1

- e. Visitors must abide by all campground rules and regulations, which are posted on the park bulletin board.

B. Campground Business Rules

CAPE HENLOPEN STATE PARK (CHSP)
DELAWARE SEASHORE STATE PARK (DSSP)
KILLENS POND STATE PARK (KPSP)
LUMS POND STATE PARK (LPSP)
TRAP POND STATE PARK (TPSP)

1. Registration

- a. A per-night camping fee will be charged to camp in a state park campground.
- b. Campers must be at least 18 years old to register for campsites, cabins, camping cabins or yurts and at least 21 years old to register for cottages.
- c. Sites must be used for camping and a camping unit or equipment must be in place within 24 hours of scheduled arrival time.
- d. A Camping Unit is defined as a tent, vehicle or equipment that is specifically designed for camping and offers privacy to the occupants. By definition, a boat is not a camping unit. Likewise, work trucks and vehicles designed for functions other than recreation are not camping units. Park management reserves the right to use discretion regarding this policy.
- e. Camping Season:
 - 1. Cape Henlopen and Trap Pond State Park – March 1 to November 30
 - 2. Killens Pond and Lums Pond State Park – Year Round
 - 3. Delaware Seashore State Park – Year round for self-contained units, others March 1 to November 30.
- f. Camping check-in time is 1 p.m. Campers registering before 6 a.m. will be charged for the previous night.
- g. Camping check-out time is 12 noon.
- h. Cottage check-in time is 3:00 p.m.
- i. Cottage check out is 10:00 a.m.
- j. Delayed Arrivals: In the case of a delayed arrival the Park Office must be notified in advance to avoid cancellation.
- k. The park reserves the right to hold reserved sites until check-out time the day following the scheduled arrival date before cancelling the reservation.

ADDENDUM NO. 1

- l. Minimum stay: One day unless otherwise specified.
- m. Maximum stay: Between Memorial Day and Labor Day, camping is permitted for a maximum of 14 days each 21-day period per park. Other limits are at the discretion of park management.
- n. By definition, Delaware State Park campgrounds are family campgrounds. Group camping (where the number of campers exceeds the maximum capacity of two family campsites) is prohibited in family campgrounds during prime season. Individuals are limited to two sites at any time unless group camping is approved by park management.
- o. Handicapped Sites may only be occupied by the handicapped camper and his/her guests. If no other campsites are available, vacant handicapped sites may be occupied by non-handicapped campers.

2. Site Occupancy

- a. There must be one camper who is at least 18 years old at each campsite. For cottages, there must be one occupant who is at least 21 years old.
- b. The campsite fee covers four campers. If there are more than four campers at the site, an additional fee of \$2 per person per night will be charged for each of the additional campers. The maximum number of campers per site is eight.
- c. There is a maximum of two camping units per site. This may consist of a mobile camping unit and one tent; one pop-up and one tent; or two tents (with a maximum of 300 sq. ft. floor space) per site.
- d. One vehicle may be parked at each campsite. Additional vehicles may be parked in the visitor parking lot.
- e. If a “walk-up camper” (camper who has not made a reservation) occupies a previously reserved site, the party with the reservation will have preference, regardless of who arrives first. The walk-up camper will be moved to a vacant site, if one is available.
- f. Visitors are welcome in the campgrounds between 7 a.m. and 10 p.m. Visitors must pay the daily park entrance fee when applicable.
- g. The Division of Parks and Recreation is not responsible for lost or stolen items or for damage to vehicles or equipment.
- h. Use of generators is discouraged. Use of generators is prohibited at Cape Henlopen State Park. If there are noise complaints, generators will be used at the discretion of park management.

ADDENDUM NO. 1

- i. Quiet Time is from 10 p.m. to 7 a.m. QUIET TIME IS STRICTLY ENFORCED. Use of generators is prohibited during Quiet Time.

3. Pets

Pets are permitted in Delaware State Park campgrounds but must be leashed and attended at all times. Pets are not allowed in cottages, cabins, camping cabins or yurts. Each park may have specific policies about pets.

4. Alcohol

Alcoholic beverages are prohibited at Lums Pond. Keg beer, party balls or beer balls are prohibited in all parks. Laws of the State of Delaware apply.

5. Fires:

Fires are permitted in fire rings only. Charcoal fires are permitted in charcoal grills. All fires may be prohibited due to weather conditions at the discretion of park management. Open fires are prohibited at all times at Delaware Seashore State Park.

6. Trees:

Chopping, cutting or damage to trees is prohibited. Downed limbs or wood may not be gathered and burned.

7. Firewood:

The transport of firewood by campers from state to state has contributed to the spread of Emerald Ash Borer and other invasive forest insect pests. These insects are transported on or inside dead wood as adults, larvae or eggs. These insects are capable of destroying forest trees and damaging our park landscapes.

All firewood must be acquired locally. Leave firewood at home when you travel. Buy wood where you burn it OR buy kiln dried firewood. Kiln-dried firewood is acceptable as this process kills insects.

All firewood that is brought to the campground must be burned. Do not leave firewood for the next camper. This ensures that any infested wood brought to the park is destroyed as quickly as possible.

Collection of firewood from park forests is prohibited. Down and decaying wood is important for the health of our forests.

8. Property and Environmental Damage

Any intentional actions resulting in damage to property or the environment will be prosecuted to the fullest extent of the law.

9. Trash

A dumpster is provided for trash disposal. The burning of trash and excess litter is prohibited.

ADDENDUM NO. 1

10. Dump Station

- a. A \$7.00 fee will be charged to non-registered campers.

11. Wastewater

- a. Dumping or disposal of dish/bath waters, septic wastes or other effluents on the ground is prohibited.

C. Walk-in/Non-Registration Ticket Sales Business Rules

1. The call center for Fort Delaware will share resources with and have the same hours of operation as the existing camping reservation system. Access will be via the toll-free number 1-877-987-2757. Weekend hours are available April 30th through September 30th from 8:00 a.m. to 3:00 p.m. on both days.
2. Online reservations will be open 24 hours per day, 7 days per week.
3. The call center and website will not make same day reservations. Due to the call center's fluctuating hours of operation, tickets not sold by the call center at the close of business on the day prior to the event date will be made available for walk-up visitors on the day of the event. The cutoff time for all sales channels is midnight.
4. A confirmation number will be provided to visitors reserving tickets in advance along with instructions to bring their confirmation number and proof of identification to the will call location in the gift shop upon arrival.
5. All visitors must purchase or receive a complimentary ferry/admission ticket.
6. There are no refunds for cancellations or no-shows. Ticket fees are non-refundable except for park-initiated closures. Park staff must coordinate emergency closures with the agent CRS project manager or other authorized vendor representative.
7. There is no limit to the number of reservations an individual can make. The individual may make multiple reservations in the same name.
8. Partial cancellations (removal of individuals from timeslots) will be charged a \$5 fee and are allowed if no less than 7 days away from the tour date.
9. Changes in dates or times are permitted a one-time change at no charge. Subsequent changes will be charged the \$15 fee.
10. A base coupon system will also be integrated into the new system. These coupons would be available to use through all three sales channels and will be percent and/or flat-rate based.
11. A percentage based discount system will be created for POS sales in the form of a drop-down menu (i.e. 10%, 50%)

ADDENDUM NO. 1

12. Visitors will be instructed that they must visit the will call station at least 30 minutes prior to the tour/event time. Tickets not claimed 30 minutes prior to the scheduled tour/event time will be released for walk-up visitors.
13. Group sales will not be available via the Internet.
14. A group will consist of a part of 20 or more.
 - a. Adult Group is an organized group of 20 or more people aged 18 or over.
 - b. School Group or Organized Youth Group is a group of 20 or more with the majority under 18 years of age.
 - c. Bus group will also include a tour guide, driver and any escorts.
15. Groups may reserve a maximum of 45 tickets for the Paranormal Ghost Tours. As other tours are added, groups will typically be permitted to reserve a maximum number of tickets that is 10 tickets below the maximum limit for the particular tour. Please note that maximum number of tickets may vary according to program type.
16. Multiple group reservations may be made with one telephone call. A separate confirmation number will be provided for each group reservation.
17. Tour companies – when a tour company makes a reservation, the reservation specialist will obtain the tour operator license number and the State in which they are licensed. Any bus group/tour company requiring “bundled tickets” (i.e. lunch at a local restaurant, hotel reservations, special programming) will be handled by the Park Office.
18. For groups that do not have a tour operator’s license (i.e. Boy Scouts, Girl Scouts, schools), the reservation specialist will obtain the organization or school and proof of identification of the tour leader. The individual picking up the tickets must have letterhead or some other identification associating them with the group. Although the call center may make the reservation, the tour leader should be directed to call the Park Office to set up their program.
19. There will be no fee waivers for school or non-profit groups.
20. Groups must arrive 30 minutes prior to their scheduled tour/event time. Tickets not claimed 30 minutes prior to the scheduled tour/event time will be released for walk-up visitors.
21. Tour leaders must bring their confirmation number and proof of identification to claim their tickets.
22. Walk-up tickets may be purchased by groups or individuals for any available tour/event scheduled that day.
23. There will be no waiting list for unclaimed advance reservations.
24. Walk-up tickets will be processed for the day of the visit only.

ADDENDUM NO. 1

25. Park personnel may cancel any tour or event and may revoke any ticket or cancel any reservation due to security or safety issues or violations of any park regulations.

ADDENDUM NO. 2

DELAWARE STATE PARK LOCATIONS

CAMPING PARKS

- a. Cape Henlopen State Park, Lewes, Sussex County
- b. Delaware Seashore State Park, Rehoboth Beach, Sussex County
- c. Indian River Marina, Rehoboth Beach, Sussex County
- d. Killens Pond State Park, Felton, Kent County
- e. Lums Pond State Park, Bear, New Castle County
- f. Trap Pond State Park, Laurel, Sussex County

NON-CAMPING PARKS

- g. Alapocas Run State Park, Wilmington, New Castle County
- h. Bellevue State Park, Wilmington, New Castle County
- i. Brandywine Creek State Park, Wilmington, New Castle County
- j. Fenwick Island State Park, Fenwick Island, Sussex County
- k. Fort Delaware State Park, Delaware City, New Castle County
- l. Fort Dupont State Park, Delaware City, New Castle County
- m. Fox Point State Park, Wilmington, New Castle County
- n. Holts Landing State Park, Millville, Sussex County
- o. White Clay Creek State Park, Newark, New Castle County
- p. Wilmington State Parks, Wilmington, New Castle County

ADDENDUM NO. 3

DETAILED REQUIREMENTS

A. Mandatory Requirements and Desirable Features

Refer to Section 2 for the definition of Mandatory Requirements and Desirable Features.

The State of Delaware Division of Parks and Recreation has the desire to enter into an exclusive agreement with one or more agents for a Central Reservation System. A condition of the agreement will be that the Division will not incur any advanced costs for the system. The Division expects that the agent(s) will recover all costs and realize a fair profit through a per transaction charge to the Division.

A contract executed as a result of this Request for Proposal will, at a minimum, include the following:

1. Training:

Agent will provide a training plan acceptable to the Division as part of the proposal to ensure satisfactory and efficient operation of the System by all users.

- a) Call Center Staff Training: shall contain all pertinent information regarding products and services in Delaware State Parks, including campground data, activities, amenities, manuals, instruction guides, content and hours of training, as well as provisions for update and refresher training. As the Sales Agents will be acting as the Division's representatives, the training shall include customer relations, interview and sales techniques, and will emphasize the need to provide efficient, knowledgeable, and quality customer service to CRS clients. It would be desirable to have call center staff tour all or some of the facilities. It shall be mandatory for all call center management staff to tour all of the facilities within six (6) months of execution of the contract or within six (6) months of employment at no cost to the Division.
- b) State Employee Training: include all the necessary materials, manuals, and hands-on training at a site(s) and at times to be mutually agreed upon at no cost to the Division. Training will be for management, fiscal, and facility level personnel and must include preventive maintenance procedures. Training shall ensure the following:
 - Navigate easily through the reservation system
 - Ability to make a sale, reservation and registration
 - Handle ticket sales and POS transactions
 - Process cancellations and changes in reservations and registrations
 - Ability to pull multiple and complex operating and management reports
 - Interpret reports so determination can be made if service and satisfaction levels and needs are being met.

ADDENDUM NO. 3

An annual schedule to train/update Seasonal Employees shall be mutually agreed upon by both parties.

- c) All training and associated materials must be updated annually and/or as needed and may include, but not be limited to, tutorials, practice, and/or video sessions. Effectiveness of training must be continually evaluated and monitored to ensure optimum operation of the System.
- d) Please explain the role of the Division staff in training. What is the obligation of Delaware State Parks to the Vendor regarding training?

2. Reservation Service and Hours:

- a) The agent shall install and maintain a Telephone Call Center for the purpose of accommodating reservation requests and resolving customer service issues. The Division will have access to the Call Center for purposes of monitoring, training, and promotion for Division employees and guests.
- b) The System will accommodate reservation requests by telephone, by facsimile, and by Internet and none shall be given preference. Telephone requests for all reservation and customer service transactions are to be accomplished through a toll-free line maintained by the Vendor. The toll-free number 877-98-PARKS (877-987-2757) is reserved for use by the Delaware CRS, and shall be transferred to the agent's use. Rights to the phone number shall be retained by the Division. TTY service is a MANDATORY feature of any system proposed.
- c) At a minimum, business hours of the CRS Call Center shall be:
 - Jan 1 - Mar 31 and Oct 1 – Dec 31 Open 10a.m. - 6:00 p.m. Mon-Fri, closed weekends.
 - Apr 1 – Apr 29 open 10:00 a.m.-8:00 p.m. Mon-Fri, 8:00 a.m.-12:00 p.m. Sat, closed Sun
 - April 30th-Sept 30th Open 8:00 a.m.-8:00 p.m. Mon-Fri, 8:00 a.m. - 3:00 pm Sat and Sun
 - All hours are United States Eastern Time Zone
 - Closed Thanksgiving, Christmas, New Years' Eve and New Years' Day
- d) The agent shall provide adequate staff to ensure that minimally 90% of calls are answered within 30 seconds and the customer reaches a live Reservation Agent in no more than one minute. The agent shall describe the process of how the system will be sized in order to meet these performance levels, including start-up. Agent shall describe the System's capability to monitor, record, and report call volume, hold times, busy signals, call lengths, call follow-up work time, and other statistics regarding Customer and Staff calls.

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Describe methodology (cost factors and parameters) involved in determining live answer timeframes.

- e) When all Reservation Agents are busy, callers shall be placed in a queue with appropriate recorded messages to be approved by the Division. It is a goal of the Division to maintain the wait in queue at one minute or less. The agent shall provide a business plan to predict variable and peak call volume. The agent is expected to provide adequate staffing, including peak times, frequent and thorough training, and continual monitoring and reviews of staffing levels and call statistics to assure standards are being met.
 - f) The system shall have the capability of providing expanded customer service and include information such as but not limited to campsites and destinations either in the same campground or nearby based on information provided to the agent by the Division. Describe the system's ability to do searches and/or queries for dates, activities, tickets and attractions, such as hiking, fishing, hunting, boating, shopping, etc. This information will be as comprehensive as possible in order to answer customer questions and encourage quick customer decisions. Additionally, the system shall be able to track and report instances where the customer's first choice cannot be filled.
 - g) **The system must remain operational for 24 hours per day/7 days a week.** Registration booths in Cape Henlopen State Park and Delaware Seashore State Park are open 24 hours per day (continuously) during peak summer season and may register walk-up campers at any time. Lums Pond and Killens Pond are open year around with limited amenities. The only exclusion would be due to a park closure. Routine maintenance shall only be scheduled outside the Prime Season and park office hours so as not to interrupt service to park visitors.
- 3. Parks Business Rules and Procedures (See ADDENDUM NO. 1 – BACKGROUND INFORMATION)**
- 4. Hardware and Software:**
- The agent will provide System hardware with costs averaged over the life of the contract for all campground offices and Fort Delaware State Park. Locations will be specified by the Division (Refer to Addendum No. 6). Note that, it is the desire of the Division to use existing hardware in State Park Offices to reduce fees and minimize clutter. Park locations listed in Addendum No. 2 may require infrastructure enhancements. The Division acknowledges that the original contract will address registrations, reservations and ticket sales through Internet call center and walkup for family and group campsites, cottages, cabins and yurts for designated parks.
- a) Computer hardware shall consist of a minimum: server(s), call center workstations, remote workstations, printers, supporting network and datacom hardware, appropriate backup hardware and UPS. For purposes of this RFP, networking devices are grouped with computer

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hardware. Sharing of any resources with other agent clients may only be done with the approval of the Division. Any resource sharing should be reflected in the rate structure.

- b) Computer software shall consist of the elements necessary to provide the functionality required for operation and maintenance of a complete reservation, registration and ticket/confirmation service for campsites, cabins, and other facilities, events and services for Delaware State Parks.
- c) The data including inventory will reside in a location that meets all PCI security standards and be accessible by all sales channels including park offices, Internet and Call Center on a real time basis.
- d) The Division has multiple retail outlets for the sale of products and services available in State Parks; therefore, POS functionality is a DESIRABLE feature/option of the software.
- e) Telephone hardware and software shall be of digital design and will consist of Switch, Base, Handsets, Headsets, Manager Station and UPS for Call Center. TTY service is a DESIRABLE feature of any system proposed. Remote sites may use existing hardware where appropriate. For purposes of this RFP, credit card swipe devices, cash drawers, and other POS devices are grouped with Telecommunications Hardware. Hardware shall support ACD (automatic call distribution) and IVR (interactive voice response). MIS software will be included. System shall be capable of expansion to CTI as the technology matures and needs dictate. Sharing of resources with other agent clients may be done with the approval of the Division. Any resource sharing should be reflected in the rate structure.

5. Software Configuration

The agent is required to configure all software provided.

- a) Included are any operating system, reservation software, utility programs and any custom program modifications.
- b) Any new releases or upgrades to the software should be made available to Delaware State Parks. These shall be covered as normal maintenance items. Major upgrades shall only be released during a low peak period or upon approval by the Division.

6. Software Testing

- a) The agent is expected to fully test all elements of the System software, including enhancements or “debugging” before it is released.
- b) Requested changes must not adversely alter or affect other elements of the program.
- c) The agent shall possess a comprehensive test/acceptance environment that

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environment shall mirror the structure and functions of the production environment and operate with no effect on the production environment (e.g., data, processes, response time).

7. Software Warranty and Maintenance

- a) The Software must be warranted to perform as advertised, demonstrated and presented.
- b) Any software “bugs” which appear in normal operation will be corrected at the sole expense of the agent.
- c) Any modifications to the source code must be covered by the warranty and maintenance agreements.
- d) Maintenance should include agent creation of up to five additional Division specified report formats on an annual basis at no additional charge to the Division (standard reports are listed in Addendum No. 5).
- e) Please list agent response time to software related failures in the System. Response time may vary depending upon season.

8. Hardware Installation

- a) The agent is responsible for hardware installation.
- b) Hardware includes computer and telecommunications devices.
- c) Any subcontractors used must be approved by the Division.

9. Hardware Warranty and Maintenance

- a) The agent shall warrant any hardware provided under the Contract to perform as advertised.
- b) The responsibility of maintaining the hardware shall remain with the agent.
- d) Hardware includes computer and telecommunications devices.
- e) Please list agent response time to hardware related failures. Response time may vary depending upon season and critical level of failure.

10. Upgrades to Infrastructure

- a) Infrastructure improvements to any Division facilities are the responsibility of the agent, including wiring and cabling additions or upgrades.
- b) Any subcontractors used must be approved by the Division.

11. Computer Hardware Specification and Location

- a) Hardware shall consist of industry standard components subscribing to Intel and Microsoft Windows standards.
- b) Hardware shall use open architecture design standards.
- c) Server(s) shall be certified to use Network Operating System (NOS), Disk Operating System (DOS), Relational Database Management Software (RDBMS) and application software proposed. Demonstrated compatibility may be accepted in lieu of certification with Division approval. Processors, memory, and drive capacity will be adequate to efficiently (with minimal degradation under load) carry out all functions associated with the

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software/operating environment. Please describe the Server(s) proposed (including manufacturer and model).

- d) Agent shall establish an auxiliary server beyond 150 miles from the main server as part of a disaster recovery system required by DTI. This includes a full reservation system and Call Center in the event of a main system failure.
- e) Operating platform shall be the latest Windows server. Use of any other platform will require justification by the agent and approval by the Division.
- f) LAN/WAN hardware and peripherals should support the latest technologies.
- g) Call Center workstations may be personal computers or terminals. They will be of sufficient capacity to efficiently (with minimal degradation under load) carry out all software functions associated with the Software and operating environment. Please describe the workstations proposed (including manufacturer and model).
- h) Remote workstations will be used in offices and registration booths and will be personal computer based. They may be exposed to severe environmental fluctuations including temperature, humidity, and air quality (sand and dust). Limited space is another factor in the registration booths. Ruggedness and small footprints are desirable features of the remote workstations. Please describe the workstations proposed (including manufacturer and model). Refer to Addendum No. 6 for minimum quantities and locations of Remote Workstations.
- i) Hardware should be expandable/upgradable to permit processing and storage for additional locations, inventory, users, and history and as phases of the project are executed and the system matures.
- i) Printers will be of adequate construction and performance standards (HP or equal) to print all required documents and reports. Please describe the printers proposed (including manufacturer and model).
- j) Cash drawers should be included at remote registration sites and POS workstations.
- k) DESIRABLE: Space, environmental conditions, and security are Issues in registration booths. Agent should explore the newest technologies and cost effectiveness when designing workstations (i.e. laptops, LCD monitors, BOCA or equal ticket printers, etc.).

12. Software Specification, Design and Operation

The Software must:

- a) Agent must specify which database management system is used.
- b) Operate from a single database (for the purpose of operating in “real-time”).

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- c) Contain fields adequate to search customers by name, phone number (home, work, cell), email address and home address and shall include campsite descriptions, restrictions and cautionary statements, and campground rules, driving directions, and local attractions.
- d) Permit the use of “aliases,” or name substitutions, when searching for parks (i.e. Lewes would mean Cape Henlopen State Park, Indian River Marina would mean Delaware Seashore State Park).
- e) Permit up to 50 additional sites to act as “temporary” campgrounds or loops.
- f) Update the database in a “real time” mode so that queries are accurate and double bookings prohibited.
- g) Allow multiple users to read the same record simultaneously.
- h) Utilize record locking when a record is being changed.
- i) Make use of design features that minimize keystrokes required for a task (i.e. function keys, pull-down menus, graphical user interfaces).
- j) Provide users with on-line help/prompts to make the Software user-friendly.
- k) Provide error messages that state the reasons an entry is unacceptable to the system.
- l) Provide the mandatory data fields described in Addendum No. 3.
- m) Support a cash drawer interface.
- n) Provide the reports described in Addendum No. 5.
- o) Reports should be printable to CRT, printer, telecom port or disk or other storage medium.
- p) Provide for searches of the database by multiple keys including, but not limited to:
 - 1) Customer name
 - 2) Customer ID number
 - 3) Customer Phone number
 - 4) Reservation number
 - 5) Transaction number
 - 6) Date
 - 7) Campground
- q) Provide functionality to permit a secure “single entry” of credit card information for credit card authorizations and transactions with immediate credit card verification.

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- r) Permit the interface of Internet mapping as described in Addendum No. 7.
- s) A few of the state parks utilize buildings that serve as Campground Registration, Entrance Fee, and camp stores. The systems in these buildings handle reservation/registration transactions as specified, POS and entrance fee (cumulative totals only) transactions. An entrance fee will currently be one of 12 possible fees.
- t) Provide functionality for the sale of campsites, cabins, activities and ticket sales at multiple and remote locations utilizing a single data source.
- u) Inventory is a requirement for all sales, products and entrance fees and must have the capability for sequential numbered tickets and receipts. Periodic reports of transaction totals by type and grand total is a requirement.
- v) Provide a license that demonstrates ownership for the Software (i.e. registered license) appropriate for Division use.
- w) Provide any database management software and utilities not already in the Division's software inventory that are required to run the system.
- x) Describe any constraints or limitations of the Software such as the number of records or hardware dependencies.

13. Software Specification, Inventory Features

The Software must:

- a) Allow inventory to be grouped in the categories in Addendum No. 3.
- b) Provide multi-level security. Please describe design of security restrictions.
- c) Provide screens enabling properly authorized staff to:
 - 1) Add categories/inventory
 - 2) Delete categories/inventory
 - 3) Change categories/inventory
- d) Allow all overnight venues to be classified in up to 20 categories, based on:
 - 1) Types of equipment allowed
 - 2) Amenities available to customers
 - 3) Park location
- e) Permit inventory categories for overnight venues to be defined for:
 - 1) A park
 - 2) A campground within a park
 - 3) A loop within a campground
 - 4) A specific campsite
- f) Permit inventory categories for ticket sales to be defined for:
 - 1) A park

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- 2) Time/date
- 3) Type
- 4) Activity
- g) Permit inventory categories for POS merchandise to be defined for:
 - 1) A park/location
 - 2) A department
 - 3) An Item
- h) Permit inventory categories for Amenities/Activities to be defined for:
 - 1) A park
 - 2) An amenity/activity type
 - 3) Time/Date
- i) Assign each item of inventory a unique code that identifies:
 - 1) The park where the item is located
 - 2) The campground the item is in
 - 3) A “prime” or “standard” classification for overnight venues
 - 4) The specific item (site, cabin, yurt, activity, amenity, product or other)
 - 5) A handicapped accessible item.

14. Software Specification, Reservation Features

The Software Must:

Have an inquiry mode to report the availability of the various types of inventory items.

- a) Have an inquiry mode to report the availability of the various types of Camping Sites, cabins, camping cabins, cottages, yurts, tickets, amenities and activities based on up to 10 search strings.
- b) Allow reservations to be made for a specific Camping Site, cabins, camping cabins, cottages, yurts, tickets, amenities and activities (site specific).
- c) Allow reservations to be made for a campground, category, cabins, camping cabins, cottages, yurts, tickets, amenities, activities or POS merchandise (non-site specific).
- d) Restrict double-bookings.
- e) Allow inquiries regarding reserved inventory items.
- f) Allow the Division to define multiple reservation windows where a customer may make a reservation under the same name at the same time for family camping.
- g) Allow the Division to define the number of reservations a customer may make under the same name at the same time for Group camping.

ADDENDUM NO. 3

- h) Prevent Agents from making reservations outside the maximum reservation window.
- i) Prevent Agents from making reservations inside the minimum reservation window.
- j) Prevent Agents from making reservations that violate length of stay restrictions of Camping Sites, cabins, camping cabins, cottages, yurts, tickets, amenities and activities. Management overrides the length of stay.
- k) Rate adjustments shall only be permitted as authorized by the Division.
- l) Provide an on-screen message(s) detailing reasons for denying a reservation.
- m) Permit an Agent to reserve multiple sites by:
 - 1) Entering customer number, name, address, and phone number (history) only one time.
 - 2) Entering Camp Site, cabin, camping cabin, cottage, yurt, ticket, amenity and activity information and arrival and departure dates for each reservation.
- n) Provide a comments field of adequate size (please state number of characters) on the reservation screen.
- o) Automatically generate a unique identification number for each reservation.

15. Customer Service:

- a) A Complaint Tracking System will be maintained by the agent that will manage and track customer issues. Please explain current and proposed procedures for addressing this portion of Customer Service.
- b) Using existing survey tools to randomly conduct customer service surveys.
- c) Please explain procedure to compensate the Division or the customer for agent errors, such as double bookings. (i.e. credits to Division, apologies to customer, refunds, etc.)
- d) Ability to report and notify customers of emergency situations such as major weather events and any other limitations.

16. Telecommunications Hardware and Software Specification

- a) Agent must have in place or acquire a digital phone system with expansion capabilities, sized for present and future volume requirements.
- b) Phone system will have Automatic Call Distribution (ACD) capability.
- c) Phone system will have an ACD management (MIS) tool to measure and report system performance.

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- d) Phone system should have Voice Mail Auto Attendant feature.
- e) Agent will use the toll-free phone number specified by Delaware State Parks for the main reservation line.
- f) Agent will have an adequate number of feeder lines in place to process anticipated call volumes.
- g) (DESIRABLE) Phone system should have Interactive Voice Response (IVR) capability to permit calls to be referred to parks before contacting CRS. Purpose of IVR is to direct customers to the proper parks for park specific information, thus reducing callbacks to CRS and helping minimize CRS time per call.
- h) TTY capability is DESIRABLE.

ADDENDUM NO. 4

DELAWARE STATE PARKS MANDATORY and DESIRED DATA ELEMENTS

This ADDENDUM outlines the minimum data requirements for the reservation application. Unless otherwise noted, the data elements listed here are required. In their responses, Offerors should outline any additional data elements available and their proposed use, if applicable. All items listed are considered mandatory unless noted.

1. Transaction Information
 - Transaction type
 - Reservation associated with the transaction
 - Operator/Agent id or user id
 - Transaction date
 - Transaction time
 - Transaction location
 - Amount
 - Cross reference to other transactions
2. Park Details
 - Region id #
 - Park id #
 - Park name
 - Street address
 - City
 - State
 - Zip code
 - Phone number
 - Mobile Number
 - Fax number
 - Dates park facilities are open
 - Fee structure in effect
 - Services and amenities available in the park
3. Special Events and Activities (DESIRABLE)
 - Special events taking place in the park
 - Special events taking place within the region
 - Activities taking place within the park
4. Venue Details
 - Region id #
 - Park id #
 - Venue id #
 - Venue name
 - Inventory of sites reservable by site type

ADDENDUM NO. 4

Inventory of amenities and services available for rental or purchase by type

5. Venue Type Details

Region id #

Park id #

Venue id #

Venue open date

Venue close date

Availability

Maximum consecutive nights a customer may stay

Minimum number of nights a customer must leave before they can re-register.

Maximum booking window

Minimum booking window

6. Venue Site Details

Region id #

Park id #

Venue id #

Cabin, cottage yurt, or campsite, amenity, activity id #

Site/Amenity/Activity type – (water/electric)

Rate

Acceptable equipment

Maximum number of people

Maximum number of vehicles

Maximum vehicle length

Physical and Environmental Description of the site

Parking surface

7. Operator Alerts and Notes

The system should have the capacity to assign informational notes and cautionary statements that will be displayed to the Agent or customer during reservation process. Notes may be weather or maintenance related, may concern events in or near the park, reminder notes regarding procedures, etc.

8. Confirmation letter customization

The Software must be able to include instance specific clauses in the reservation confirmation letter. Customization may involve standard rule and information, special rules and information regarding specific venues, and special rules and information for certain time periods.

Additionally, letter should include reservation number, name, address, dates of reservation, location, venue (if appropriate) and payment information.

ADDENDUM NO. 4

9. Customer Information

- Customer number
- Customer name
- Street address
- City
- State/province/country (must support foreign address)
- Zip/postal code
- Home/Primary phone
- Mobile Phone
- Work phone
- Email address
- Discount group
- Case Number
- Comments field to be used for history or alerts

10. Reservation Details

- Unique reservation number
- Client identification
- Park identification
- Venue identification (cabin or campsite id # / type)
- Method of reservation (telephone, Internet, walk-ups)
- Number of sites/amenities/activities reserved
- Start date of stay
- Number of nights
- End date of stay
- Amenity/Activity Date
- Cancellation Date
- Transaction or cancellation fee
- Initial reservation fee
- Discount amount
- Other costs
- Total cost
- Amount paid
- Method of payment
- Number in party
- Name of person making transaction
- Names of people in party
- Equipment type
- Vehicle tag number
- Pet information
- Flag confirming that a confirmation letter/information was sent to the customer.
- Date of reservation transaction
- Agent/operator accepting reservation
- Note field (state length)

ADDENDUM NO. 5

DELAWARE STATE PARKS REQUIRED/REQUESTED CRS REPORTS

1. Park Reports-Operations

- 1.1. Daily Reservation Report
 - 1.1.1. Site – registrations and those due in
 - 1.1.2. Last name – same sorted by name
 - 1.1.3. Ability to sort Daily Reservation Report by site and last name interchangeably
- 1.2. Daily Arrival Report
 - 1.2.1. Names and number in parties
 - 1.2.2. Name, address, phone, comments
 - 1.2.3. To aid in registration
- 1.3. Campers Report
- 1.4. 7-Day Campers Report
- 1.5. Daily Registration Report
 - 1.5.1. Site – those actually in the park
 - 1.5.2. Last name – same sorted by name
 - 1.5.3. Security by site – includes home address, names of others on site, and date due out for ranger patrol
- 1.6. Daily Exit Report (Due Out List)
 - 1.6.1. Sort 1st level by date due out, 2nd level by site, 3rd level by name
- 1.7. Daily Cancellation Report
 - 1.7.1. Lists each registration canceled and identifies staff (Call Center or park employee) responsible for processing the cancellation transaction.
- 1.8. Site Availability Report
 - 1.8.1. Summary of blocks of time (two weeks, month, etc.)
 - 1.8.2. Detail by site by blocks of time (two weeks, month, etc.)
- 1.9. Registration info – by site, site type and by park/campground
 - 1.9.1. Camping card for site post
 - 1.9.2. Receipt
 - 1.9.3. Reprint receipts
- 1.8 Inventory Report
 - 1.8.1 Multiple levels of reporting inventory

2. Park Reports - Revenue

- 2.1. A Numbered Controlled Receipt
 - 2.1.1. Confirmation notification of receipt and reservation to be sent to customer following each transaction or sale
- 2.2. Daily Revenue Report (POS)
 - 2.2.1. Summarizes transactions for each LOGON (user)
 - 2.2.2. Lists sales by revenue type, refunds, cash, credits, upgrades, changes, net income, transaction numbers, voids and no sales
- 2.3. Daily Closeout Report
 - 2.3.1. Lists sales, credits, net sales by revenue code (Report of Receipts)
 - 2.3.2. Tickets by category, ticket type, description, voids, no sales and net income
- 2.4. Weekly/ Selectable Revenue Reports
 - 2.4.1. Summarizes the above by selectable blocks of time by park then by revenue type
- 2.5. Journal Activity Log

ADDENDUM NO. 5

- 2.5.1 Displays all transactions, who, where, when. Supervisor report
- 2.6. Error Log
 - 2.6.1. List errors and error codes at park level for failed transactions. May be used to troubleshoot
- 2.7. Cashier Settlement Reports
 - 2.7.1. End of shift and end of day
- 2.8. Daily Revenue Reports for reconciliation
 - 2.8.1. Per drawer
 - 2.8.2. Revenue Reports (cancellations, etc.)
 - 2.8.3. All bank deposit information by revenue type, i.e. credit, check and credit card
 - 2.8.4. Identification of payment type – checks, credit card, debit card, etc.
- 2.9. Exception or Error Reports to identify out-of-balance/discrepancies
- 2.10. Bad Check and Bad Credit Card Report
- 2.11. Gift Certificate Reconciliation Reports
- 2.12. All permits, gift certificates, rain checks, authorizations, discounts and other documents generated by the system and evidencing payment or confirmation must have control reports
- 2.13. Discount Reports
 - 2.13.1. Discount
 - 2.13.2. Park
 - 2.13.3. Full range of dates
 - 2.13.4. Site type
- 3. Park Reports - Management**
 - 3.1. Activity Report
 - 3.1.1. Attendance figures and revenue by inventory item, park and site type, selectable block of time
 - 3.2. Summary Report
 - 3.2.1. Consolidation of attendance and revenue, selectable block of time
 - 3.3. Attendance Report
 - 3.3.1.1. Number of camper nights
 - 3.3.1.2. Tickets sold
 - 3.3.1.3. Number of registered participants
 - 3.3.1.4. Time period
 - 3.3.1.5. Site
 - 3.3.1.6. Park or location
 - 3.3.1.7. Event or activity
 - 3.4. Types of units/equipment sold
 - 3.4.1. Park
 - 3.4.2. Campground
 - 3.4.3. Time period
 - 3.5. Site statistics
 - 3.5.1. Number of nights sites rented
 - 3.5.2. Number of nights held aside for maintenance/other
 - 3.6. Percent of occupancy/participation/sales
- 4. Call Center Reports – Operations**
 - 4.1. Weather Emergency Reports

ADDENDUM NO. 5

- 4.1.1. Reservation contact list
- 4.1.2. Rain check list
- 4.1.3. Summary reports

5. Call Center Reports - Revenue

- 5.1. A Numbered Controlled Receipt
 - 5.1.1. Confirmation notification of receipt and reservation to be sent to customer following each transaction or sale
- 5.2. Daily Revenue Report (POS)
 - 5.2.1. Summarizes transactions for each LOGON (user)
 - 5.2.2. Lists sales, refunds, cash, credits, upgrades, changes, transaction numbers, voids, no sales and net income
- 5.3. Daily Closeout Report
 - 5.3.1. Lists sales, credits, net sales by revenue code (Report of Receipts)
 - 5.3.2. Tickets by category, ticket type, description, voids, no sales and net income
- 5.4. Weekly/ Selectable Revenue Reports
 - 5.4.1. Summarizes the above by selectable blocks of time
- 5.5. Journal Activity Log
 - 5.5.1. Displays all transactions, who, where, when. Supervisor report
- 5.6. Error Log
 - 5.6.1. List errors and error codes at park level for failed transactions. May be used to troubleshoot
- 5.7. Cashier Settlement Reports
 - 5.7.1. End of shift and end of day
- 5.8. Daily Revenue Reports for reconciliation
 - 5.8.1. Per drawer
 - 5.8.2. Revenue Reports (cancellations, etc.)
 - 5.8.3. All bank deposit information by revenue type, i.e. credit, check and credit card
 - 5.8.4. Identification of payment type – checks, credit card, debit card, etc.
- 5.9. Exception or Error Reports to identify out-of-balance/discrepancies
- 5.10. Bad Check and Bad Credit Card Report
- 5.11. Gift Certificate Reconciliation Reports
- 5.12. All permits, gift certificates, rain checks, authorizations, discounts and other documents generated by the system and evidencing payment or confirmation must have control reports
- 5.13. Discount Reports
 - 5.13.1. Discount
 - 5.13.2. Park
 - 5.13.3. Full range of dates
 - 5.13.4. Site type

6. Call Center Reports-Management

- 6.1. Mailing List
- 6.2. Call Center reports
 - 6.2.1. Stats on the number of busy-outs
 - 6.2.2. Length of wait
 - 6.2.3. Average time to make a reservation

ADDENDUM NO. 5

7. Accounting Reports-Revenue

- 7.1. Cashier Settlement Reports
 - 7.1.1. End of shift
- 7.2. Daily Revenue (cash drawer) Reports for reconciliation
 - 7.2.1. All bank deposit information by revenue type, i.e. credit, check and credit card
 - 7.2.2. Identification of payment type – checks, credit card, debit card, etc.
- 7.3. Revenue and Remittance Reports
 - 7.3.1. All bank deposit information by revenue type, i.e. credit, check and credit card
 - 7.3.2. Identification of payment type – checks, credit card, debit card, etc.
- 7.4. Exception or Error Reports to identify out-of-balance or other discrepancies
- 7.5. Bad Check and Bad Credit Card Report
- 7.6. Gift Certificate Reconciliation Reports
 - 7.6.1. All permits, gift certificates, rain checks, authorizations, discounts and other documents generated by the system and evidencing payment or confirmation must have control reports.
- 7.7. Discount Report
 - 7.7.1. Discount
 - 7.7.2. Park
 - 7.7.3. Full range of dates
 - 7.7.4. Site type
- 7.8. All permits, gift certificates, rain checks, authorizations, discounts and other documents generated by the system and evidencing payment or confirmation must have control reports.
- 7.9. Electronically transmit revenue transmittal (Report of Receipts) to the Accounting Office

8. Administrative Reports-Management

- 8.1. Mailing list and email list
- 8.2. Reservations vs. registrations
- 8.3. Demographic Reports
 - 8.3.1. Selectable blocks of time
 - 8.3.2. Campground selectable
 - 8.3.3. Zip code
 - 8.3.4. Average group size
 - 8.3.5. Average length of stay
 - 8.3.5.1. Park
 - 8.3.5.2. Type
 - 8.3.5.3. Site type
- 8.4. Call center reports
 - 8.4.1. Venue
 - 8.4.2. Site/amenity/activity
 - 8.4.3. Stats on the number of busy outs
 - 8.4.4. Length of wait
 - 8.4.5. Average time to make a reservation
- 8.5. Report by campgrounds
 - 8.5.1. Venue
 - 8.5.2. Site/amenity/activity
 - 8.5.3. Revenue
 - 8.5.4. Demographics
 - 8.5.5. Site types

ADDENDUM NO. 5

8.6. Reservation/Registration Reports

8.6.1. Sales outlet

8.7. Sales Report

8.7.1. Sales outlet

8.8. Ad hoc reporting

8.9. List of reports

8.9.1. Yearend review

8.10. Transaction Report

8.10.1. Type of payment

8.10.2. Number of reservations/registrations, items or activity sold

8.11. Cash Management Reports

9. General

9.1. Provide reports at the park, region, and program levels

9.2. Marketing Reports

9.2.1. Demographics data

9.2.2. Email lists

9.2.3. Sales volume

9.2.4. Occupancy

10. Data Dump

10.1 Capture all data for the purpose of creating custom reports.

11. System Operation Reports

11.1. Monitor system performance and response time

11.1.1. Internet

11.1.2. Call Center

11.1.3. Walkup

11.2. Test plans for programs

11.2.1. Debugging and quality assurance of all appliances

11.3. Manual processes

11.3.1. Tracking promotions

11.4. Data conversion confirmation and monitoring for accuracy

11.5. Detail report for each customer

11.6. Commission report for vendor payment

12. An Adhoc reporting capability

ADDENDUM NO. 6

DELAWARE STATE PARKS CRS LOCATIONS OF SPECIFIED HARDWARE AND SOFTWARE REQUIRED

ALL CAMPING PARKS

- ❖ Computer, report printer, phone line, high speed connectivity to be approved by the Division, receipt printer and cash drawer.

TICKETING OFFICES

- ❖ Fort Delaware State Park - required equipment listed above and BOCA or equal ticket printer

AMENTITIES/ACTIVITIES

- ❖ All required equipment listed above with some shared equipment.

ADDENDUM NO. 7

DELAWARE STATE PARKS CRS INTERNET MAPS

As a portion of the Central Reservation System, Delaware State Parks has campground maps in PDF format available to the public on the internet through the Delaware State Park portal. The maps are used as a tool for customers to check location, amenities and availability of campsites when using the Internet-based portion of the CRS.

The vendor will utilize these internet based maps to function as follows:

- They will be accessible from the Division website or the CRS (Vendor) website.
- The user will be able to access a State of Delaware map displaying park locations to get detail on each park. If the user would like to go directly to a familiar campground park, they will be able to directly access that park location.
- After displaying park information, the user will be able to access a Delaware map location in order to display detail of the campground (or loop within the campground).
- The campground maps will display campsite locations (with icons and numbers) as well as showers, restrooms, pavilions, and other facilities.
- The user will be able to click on each campsite in order to get a detailed description of amenities on the site.
- It would be beneficial if the user could check availability from this screen either via a link or other means.
- The mapping information may be stored on a Delaware State Parks server or on a CRS vendor server.

Examples of desired functionality of this system:

The reservation, park amenities and activity dates shall be available by accessing internet based maps of the campground. The process from making and completing a reservation from this site shall have minimal steps to complete a transaction.

The system should be easily adaptable to the latest technological advancements to improve customer convenience (i.e. applications for Smartphones and note pads).

ADDENDUM NO. 8

DELAWARE STATE PARKS CRS FIELD OFFICE COMPUTER INVENTORY

All computers are desktop units. Dover Office, CARS & Ranger units not listed.
All computers are Dell Optiplex with the exception of (1) AT&T 486 at Lums Pond SP.

A. CAMPING PARKS

1. Cape Henlopen State Park
 - a. Office – PII, PIII, HPLJ6L w/peer to peer
 - b. Biden Center – PII, HPLJ5P
 - c. Nature Center – PIII, HPLJ and HP Inkjet
2. Delaware Seashore State Park
 - a. Office – PII, HPLJ6L w/peer to peer
 - b. Marina – PII, HPLJ5L
3. Killens Pond State Park
 - a. Office – Pentium, PIII Epson Inkjet, HPLJ w/peer to peer
 - b. Waterpark – PII
4. Lums Pond State Park
 - a. 486, PII, HPDJ2500, W95 w/HUB
5. Trap Pond State Park
 - a. Office – PII, HPDJ

B. NON-CAMPING PARKS

1. Bellevue State Park
 - a. Office – 486, Pentium, PII w/peer to peer
 - b. Mansion – PIII, Epson 800 Inkjet
2. Brandywine Creek State Park
 - a. Office – PIII
3. Fenwick Island State Park
 - a. No equipment – admin under Holts Landing
4. Fort Delaware State Park
 - a. Office – PIII, HPLJ6L
 - b. Gift Shop – PII
5. Fort DuPont State Park
 - a. No equipment – admin. under Ft. Delaware
6. Fox Point State Park
 - a. No equipment – admin under Bellevue
7. Holts Landing State Park

ADDENDUM NO. 8

- a. Office – PII, Epson Inkjet
- 8. White Clay Creek State Park
 - a. Office – PII, HPLJ
- 9. Wilmington State Parks
 - a. Office – (2)486, PII (2)HPLJ w/peer to peer
 - b. Zoo – 486, Pentium, PII, (2)printers, w/peer to peer

ADDENDUM NO. 9

CLOUD AND OFFSITE HOSTING

Date: June 14, 2011

From: Elayne Starkey
Chief Security Officer
Department of Technology and Information

Subject: Cloud and Offsite Hosting-- Keeping State Data Secure

To State Information Resource Managers and Information Security Officers—

A few months ago, DTI unveiled a new “Cloud First” policy, which follows in the footsteps of the Federal Government’s 25 Global Technology Initiatives. Cloud Computing refers to services offered over a network and promises a credible alternative to traditional IT delivery models. Benefits include significant cost savings, enhanced scalability, agility, and rapid delivery. Conversely, entrusting infrastructure and data to a third party reduces control and introduces risks that need to be managed.

The State’s PRIVATE cloud has been available since October 2010 and DTI is migrating customers to the virtual infrastructure. Our private cloud offering allows us to offer server replacements to our customers at a lower cost.

Cloud technology adoption rates to the PUBLIC cloud have been slow because of concerns around the protection of sensitive data, access control, identity management, and the lack of mature standards in the industry. We share those security concerns and are proceeding very cautiously. I am confident that, as this space matures, cloud providers will strengthen the security of their offerings. In the meantime, however, we must take an assertive stance, hold the providers accountable, and ensure security is an early consideration.

There is no need for each of our organizations to tackle cloud security independently. Start the dialogue early with your DTI Customer Relationship Specialist (CRS). Ensure that any engagement that is cloud-based or externally hosted or sends non-public data outside of the state network has been thoroughly vetted through the Business Case Process, Architecture Review Board, the iTIC, and the State’s Attorney General’s Office.

Attached you will find a set of contractual clauses that have been approved by DTI and the State Department of Justice. These apply both to cloud and external hosting engagements. The document is divided into two sections: 1) terms and conditions and 2) statement of work clauses. Contracts for cloud-based and external hosting engagements must include the non-negotiable terms and conditions. The statement of work clauses should be considered as well, and their relevance to your specific project will depend on the nature of the engagement. Examples of non-negotiable terms are:

- The State retains full ownership of the data.
- The data is not allowed to reside offshore.
- The provider must encrypt all non-public data in transit to the cloud.
- In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware assets and the subsequent secure disposal of assets.

ADDENDUM NO. 9

I believe that the contractual clauses, along with assertive contract negotiation, will mitigate risks and maximize the benefits of cloud computing and offsite hosting.

Please contact my office at eSecurity.delaware.gov with any questions or concerns.

ADDENDUM NO. 9

Terms and Conditions for Cloud Providers as of May 17, 2011

No.	Doc.	Item
1	T&C	<p>Ownership of Information</p> <p>The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract.</p>
2	T&C	<p>Privacy of Information</p> <p>Protection of personal privacy must be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate use of State of Delaware information at any time. To this end, the Service Provider shall comply with the following conditions: Personal information obtained by the Service Provider will become and remain property of the State of Delaware. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the State of Delaware. The Service Provider may not use any personal information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.</p>
3	T&C	<p>When requested by the State of Delaware, the provider must destroy all requested data in all of its forms, disk, CD / DVD, tape, paper, for examples. Data shall be destroyed according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction must be provided to the State of Delaware.</p>
4	T&C	<p>The Service Provider shall not store or transfer State of Delaware data outside of the United States.</p>
5	T&C	<p>The Service Provider must inform the State of Delaware of any security breach or detection of any suspicious intrusion that is or has occurred that jeopardizes the State of Delaware data or processes. This notice must be given to the State of Delaware within 24 hours of its discovery. Full disclosure of the assets that might have been jeopardized must be made. In addition, the Service Provider must inform the State of Delaware of the actions it is taking or will take to reduce the risk of further loss to the State. If the breach requires public notification, all communication shall be coordinated with the State of Delaware.</p>
6	T&C	<p>The Service Provider must encrypt all non-public data in transit to the cloud. In addition, the Service Provider will comply with the ISO/IEC 27001 standard for information security management systems, providing evidence of their certification or pursuit of certification.</p>
7	T&C	<p>The Service Provider shall disclose to the State of Delaware a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies. The provider shall disclose its process for responding to subpoenas, service of process, and other legal requests.</p>

No.	Doc.	Item
8	T&C	<p>In the event of termination of the contract, the Service Provider shall implement an orderly return of State of Delaware assets and the subsequent secure disposal of State of Delaware assets.</p> <p>Suspension of Services:</p> <p>During any period of suspension, the Service Provider will not take any action to intentionally erase any State of Delaware Data.</p> <p>Termination of any services or agreement in entirety:</p> <p>In the event of termination of any services or agreement in entirety, the Service Provider will not take any action to intentionally erase any State of Delaware Data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any State of Delaware Data and shall thereafter, unless legally prohibited, delete all State of Delaware Data in its systems or otherwise in its possession or under its control.</p> <p>Post-Termination Assistance:</p> <p>The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p>
9	T&C	<p>The Service Provider shall:</p> <ol style="list-style-type: none"> 1. Ensure that State information is protected with reasonable security measures, 2. Promote and maintain among the Service Provider's employees and agents an awareness of the security needs of the State's information, 3. Safeguard the confidentiality, integrity, and availability of State information, 4. Ensure that appropriate security measures are put in place to protect the Service Provider's internal systems from intrusions and other attacks.
10	T&C	<p>The Service Provider shall not utilize any staff (including sub-contractors) to fulfill the obligations of the contract who has been convicted of a felony or class A misdemeanor.</p>
11	T&C	<p>The Service Provider will make the State of Delaware's data and processes available to third parties only with the express written permission of the State.</p>
12	T&C	<p>The Service Provider will not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues or (iii) at State of Delaware's written request.</p>
		SOW
1	SOW	<p>The Service Provider must allow the State of Delaware access to system logs, latency statistics, etc. that affect its data and or processes.</p>

No.	Doc.	Item
2	SOW	The Service Provider must allow the State of Delaware to audit conformance to the contract terms and test for vulnerabilities. The State of Delaware may perform this audit or contract with a third party at its discretion.
3	SOW	Advance notice (to be determined at contract time) must be given to the State of Delaware of any major upgrades or system changes that the Service Provider will be performing. The State of Delaware reserves the right to defer these changes if desired.
4	SOW	The Service Provider shall disclose its security processes and technical limitations to the State of Delaware such that adequate protection and flexibility can be attained between the State of Delaware's and the Service Provider. An example might be virus checking and port sniffing – the State of Delaware and the Service Provider must understand each other's roles and responsibilities.
5	SOW	The Service Provider will cover the costs of response and recovery from a data breach. The State will expect to recover all breach costs from the provider.
6	SOW	The State of Delaware will provide requirements to Service Provider for encryption of the data at rest.
7	SOW	The Service Provider shall have robust compartmentalization of job duties, perform background checks, require/enforce non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.
8	SOW	The Service Provider will provide documentation of internal and external security controls, and their compliance level to industry standards.
9	SOW	The State of Delaware and the provider shall identify a collaborative governance structure as part of the design and development of service delivery and service agreements.
10	SOW	The State of Delaware must have the ability to import or export data in piecemeal or in its entirety at its discretion without interference from the Service Provider.
11	SOW	The Service Provider will be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Service Provider. The environment and/or applications must be available on 24 hours per day, 365 days per year basis, providing around-the-clock service to customers as defined in this RFP.
12	SOW	The web portal hosting site environment shall include redundant power, fire suppression, and 24 hours per day, 365 days per year on-site security. The hosting environment shall include redundant Internet connectivity, redundant firewalls, Virtual Private Network (VPN) services, secured remote access methods, fault tolerant internal network with gigabit Ethernet backbone, clustered central file and database servers, load balanced, application, and web servers, hardware, accelerator, three tier development environment, nightly backups, and 24x365 monitoring of all services and servers.

No.	Doc.	Item
13	SOW	The Service Provider shall identify all of its strategic business partners who will be involved in any application development and/or operations.
14	SOW	The State shall have the right at any time to require that the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State will provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the State's consent.
15	SOW	The Service Provider will ensure the State of Delaware's Recovery Time Objectives (RTOs) is met.
16	SOW	The Service Provider will provide evidence that their Business Continuity Program is certified and mapped to the international BS 259999 standard.
17	SOW	The Service Provider shall ensure that State of Delaware backed-up data is not commingled with other cloud service customer data.
18	SOW	<p>SLA/SOW - Return of Customer Data/Unique Post Termination:</p> <p>The Service Provider shall make available to the State all Customer Data in a state defined Format based on vendor and state platforms including: Database, O/S and physical media, along with attachments in their native format.</p>
19	SOW	Service Providers shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Master Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available at: www.DTI.Delaware.gov
20	SOW	The Master Contractor may deliver two copies of each software source code and software source code documentation to a State-approved escrow agent with the State's prior approval. The Master Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location, in Delaware, and that is acceptable to the State. Two copies of the source code shall be stored on compact discs or other media designated by the State in a format acceptable to the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code.

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

PROPOSAL REPLY SECTION

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the License number and License name to Department of Natural Resources and Environmental Control, Division of Parks and Recreation by **April 30, 2012 at 3:00 p.m.**, at which time proposals will be opened.

Proposals shall be submitted to:
State of Delaware
Department of Natural Resources and Environmental Control
Division of Parks and Recreation
Richardson & Robbins Building
89 Kings Highway
Dover, DE 19901

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the license shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the vendor(s), not to serve as a forum for determining the apparent low vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

Attachment 1

NO PROPOSAL REPLY FORM

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

TITLE: CENTRAL RESERVATION SYSTEM AND CALL CENTER

OPENING DATE: April 30, 2012 @ 3:00 p.m.

Attachment 2

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation.

COMPANY NAME _____

Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE

(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
FEDERAL E.I. NUMBER _____

LICENSE NUMBER _____

(Circle one)

COMPANY CLASSIFICATION CERT. NO. _____	Y N C. Women Business Enterprise (WBE)	Y N D. Minority Business Enterprise (MBE)	Y N E. Disadv antaged Business Enterprise (DBE)
---	--	---	---

[The above table is for information and statistical use only.]

Continued on Next Page

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 ____

Notary Public _____ My commission expires: _____

City of _____ County of _____

State of _____

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

Attachment 4

Confidential and Proprietary Information

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. Ch. 100, Delaware Freedom of Information Act.

Note: Add additional pages as needed.

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

Attachment 5

Business References

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Vendor (YES or NO):
Years Associated:

Continued on Next Page

2.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Vendor (YES or NO):
Years Associated:

3.

Contact Name:
Contact Title:
Business Name:
Address:
Phone#:
Fax #:
E-Mail Address:
Current Vendor (YES or NO):
Years Associated:

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

ATTACHMENT 6

SUBCONTRACTOR INFORMATION FORM*

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

Attachment 7

BALANCE SHEET

DATE: _____, 20____

ASSETS

CURRENT ASSETS

1. Cash on hand and in bank..... \$ _____
2. Marketable securities _____
3. Notes and accounts receivable _____
4. _____
5. _____
6. _____
7. Total current assets _____

FIXED ASSETS

8. Buildings, equipment, etc. _____
9. LESS: Accumulated depreciation _____
10. Net fixed assets _____
11. Land _____
12. Total fixed assets _____

Continued on Next Page

OTHER ASSETS

13. Investments _____

14. _____

15. _____

16. Total other assets _____

17. TOTAL CURRENT, FIXED, and OTHER ASSETS\$ _____

LIABILITIES AND NET WORTH

CURRENT LIABILITIES

18. Notes and accounts payable\$ _____

19. Accrued liabilities _____

20. _____

21. _____

22. _____

23. Total Current Liabilities _____

OTHER LIABILITIES

24. Mortgages and long-term liabilities _____

25. _____

26. _____

27. Total other Liabilities _____

28. Total Liabilities _____

29. Net Worth _____

30. TOTAL LIABILITIES AND NET WORTH \$ _____

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

Attachment 8

QUALIFICATIONS AND PERFORMANCE OF APPLICANT

1. Individual or Firm Name & Business Address:

Phone Number: _____ E-mail address _____

Submittal is for: _____ Parent Company _____ Branch Office

2. Name and Title of individual completing application:

3. Year present firm/organization was established: _____

a.) Total number of years' experience managing a wastewater treatment plant _____

4. Name of Parent Company, if any: _____

a.) Former firm name(s), if any, and year (s) established:

5. Is the business a:

_____ Sole Proprietorship _____ Corporation, in which State?
_____ Partnership _____ Other legal entity

6. Names of Principals to contact:

7. Total personnel for this operation: _____

List by discipline or job description:

8. Describe nature of business: _____

Continued on Next Page

9. Names and addresses of major banks in which the firm/organization has accounts:

a.) _____ c.) _____

b.) _____ d.) _____

10. Names and addresses of several major companies with whom your firm/organization has had accounts during the past three years:

a.) _____ c.) _____

b.) _____ d.) _____

11. Names and addresses of alternate business/personal references (additional references not listed in Attachment 5):

a.) _____ c.) _____

b.) _____ d.) _____

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

Attachment 9

BID BOND TO ACCOMPANY PROPOSAL

(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
_____ of amount of bid on License No. _____, to be paid to the **State** for the
use and benefit of _____ (*insert State agency name*) for which
payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors,
administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal**
who has submitted to the _____ (*insert State agency name*) a
certain proposal to enter into this contract for the furnishing of certain material and/or services within the
State, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this
Contract as may be required by the terms of this Contract and approved by the _____
_____ (*insert State agency name*) this Contract to be entered into within twenty days
after the date of official notice of the award thereof in accordance with the terms of said proposal, then
this obligation shall be void or else to be and remain in full force and virtue.
Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord
two thousand and _____ (20____).

SEALED, AND DELIVERED IN THE

Presence of

Corporate
Seal

By:

Name of Vendor (Organization)

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

Attachment 10

**DIVISION OF PARKS AND RECREATION
BACKGROUND INVESTIGATION**

As a condition of the license to operate a concession within the Division of Parks and Recreation in positions that involve the handling of sensitive data and contact with the general public, children or vulnerable populations, use of equipment or machinery, or who serve in a supervisory or independent capacity, will be subject to a background investigation, including a criminal history check conducted by the Division of Parks & Recreation Office of Business Services through an internet service. You will be notified of the search and status of your background screening. You have the option of submitting a copy, at your expense, of your background check obtainable from the State Bureau of Identification - Delaware State Police Headquarters, Dover, DE. The final status of your position may depend on the results of this background investigation. This background investigation is required of all officers of the business. All information will be kept confidential.

Signature

Date

Business Name _____

EIN: _____

Park: _____

Name (Print) _____

Address _____

City, State, Zip _____

Date of Birth _____

_____/_____/_____
Month Date Year

Driver's License No. _____ **State** _____

Social Security No. _____ - _____ - _____

___ **Approved:** ___ **Denied**

Date: _____ **By:** _____

Sent To: _____ **Date** _____

COMMENTS: _____

License No. _____

License Name: CENTRAL RESERVATION SYSTEM AND CALL CENTER

Attachment 11

**DIVISION OF PARKS AND RECREATION
CREDIT CHECK**

As a condition of the license to operate a concession within the Division of Parks and Recreation, the owner is expected to operate the concession in a professional manner requiring financial stability, sound management skills and strong business ethics. A credit check shall be conducted by the Division of Parks & Recreation Office of Business Services through an internet service. You will be notified of the search and status of your credit. You have the option of submitting a copy, at your expense, of your current credit history to the Office of Business Services located 89 Kings Highway, Dover, DE. The award of the license may depend on the results of this credit investigation. This credit check is required of all officers of the business. All information will be kept confidential.

Signature

Date

Business Name _____

EIN: _____

Park: _____

Name (Print) _____

Address _____

City, State, Zip _____

Date of Birth _____

_____/_____/_____
Month Date Year

Driver's License No. _____ **State** _____

Social Security No. _____ - _____ - _____

Mother's Maiden Name _____

___ **Approved:** ___ **Denied**

Date: _____ **By:** _____

Sent To: _____ **Date** _____

COMMENTS: _____

Attachment 12

The most recent OMWBE Certification Application can be found at the following site address:

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

State of Delaware

**Office of Minority and Women Business Enterprise
Certification Application**



Complete application and send via email, fax or mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302)
677-7086

Email: deomwbe@state.de.us

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>